



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING  
CORPORATION and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a One Month Notice to End Tenancy For Cause.

One of the named tenants and an agent for the landlord attended the hearing. Each gave affirmed testimony and provided evidentiary material in advance of the hearing. The parties were given the opportunity to question each other and to give submissions.

The parties agree that all evidence has been exchanged, all of which has been reviewed and the evidence I find relevant to the application is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy For Cause dated November 9, 2023 was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

**The landlord's agent** testified that this month-to-month tenancy began on July 1, 2015 and the tenant still resides in the rental unit. Rent in the amount of \$975.00 was payable on the 1<sup>st</sup> day of each month, which has been increased over time and is now \$1,125.00 per month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$487.50 as well as a pet damage deposit in the amount of \$487.50, both of which are still held in trust by the landlord. The rental unit is a townhouse, and a copy of the tenancy agreement has been provided for this hearing.

The landlord's agent further testified that on November 9, 2023 the tenant was served with a One Month Notice to End Tenancy For Cause (the Notice) by registered mail. A copy of the Notice has been provided for this hearing and it is dated November 9, 2023 and contains an effective date of vacancy of December 31, 2023. The reasons for issuing it state:

- Tenant is repeatedly late paying rent;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant paid rent on the following dates in 2023: March 8, April 6, May 18, June 5, July 6, August 14, September 7, October 5, November 8 and the balance due on November 17. Letters have been sent as reminders on May 9, 2023, December 12, 2022, November 8, 2022, June 8, 2022, April 27, 2021 and August 21, 2020.

The breach of the material term of the tenancy agreement is the failure to pay rent when it is due.

**The tenant** testified that some rent was paid late, due to issues with Child Tax Credit and taxes, but was fully paid and won't happen again. The tenant's funds have been figured out, but the tenant has never failed to pay rent. There were some set-backs, but it won't be an issue in the future.

#### SUBMISSIONS OF THE LANDLORD'S AGENT:

The rental complex is affordable housing and the landlord relies on rent to provide subsidies for those who need it. It's easy to say that rent has been late a few times and eventually paid, but if rent isn't paid on time, the landlord can't pay the subsidies. The landlord did not give a receipt or any other written documentation to indicate to the tenant that the rent accepted on November 17, 2023 was accepted for use and occupancy only.

#### SUBMISSIONS OF THE TENANT:

The tenant fully understands that the rental complex is for affordable housing, and the tenant is in affordable housing because she needs it.

#### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy*

*Act*, which can include the reason(s) for issuing it. I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*.

The *Act* also specifies that a tenant must pay rent when it is due. The minimum number of late payments to end a tenancy for repeated late rent is 3.

It is not for me to determine whether or not the tenant will comply in the future, but it is for me to decide whether or not the landlord has established repeated late rent, and I accept the undisputed testimony of the landlord's agent that the tenant has been late with rent 10 times in 2023.

At the conclusion of the hearing, I asked the landlord's agent about giving a receipt or some other documentation indicating that the rent paid on November 17, 2023 was accepted for use and occupancy only, however that only applies if the landlord accepts rent after the effective date of the Notice. In this case, the effective date of the Notice is December 31, 2023.

In the evidence before me, I find that the landlord has established that the Notice was given in accordance with the *Act*, and I dismiss the tenant's application to cancel it.

The law also states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an order of possession in favour of the landlord, so long as the Notice given is in the approved form. Having found that it is in the approved form, and having dismissed the tenant's application, I grant an order of possession in favour of the landlord effective at 1:00 p.m. on December 31, 2023. The tenant must be served with the order of possession which may be filed in the Supreme Court of British Columbia for enforcement.

### Conclusion

For the reasons set out above, the tenant's application is hereby dismissed without leave to reapply.

I hereby grant an order of possession in favour of the landlord effective at 1:00 p.m. on December 31, 2023.

This order is final and binding and may be enforced.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 19, 2023

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Residential Tenancy Branch